



**WINDMILL ROAD IMPROVEMENT PROJECT**  
**Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving**

**REQUEST FOR BID/REQUEST FOR PROPOSAL RFB/RFP**

**KEY INFORMATION SUMMARY SHEET**

**RFP/RFB Issue Date and  
Advertisement:**

April 18, 2014 and April 25, 2014

**RFP/RFB Issuing Office:**

Benton County Government

**Properties Representative:**

Terry Lewis  
Office Phone: 479-464-6168  
Fax: 479-271-1748  
E-mail: Terry.Lewis@bentoncountyar.gov

**USPS Mail Address:  
(or hand-deliver)**

Benton County Administration Building  
Properties Office  
215 E. Central Ave., Ste. 302  
Bentonville, AR 72715  
Attention: Terry Lewis

**Pre-Bid Conference:**

April 28, 2014 - 10:00 A.M.  
Benton County Road Department Office  
1206 SW 14<sup>th</sup> St., Bentonville, Arkansas

**Bids Due / Deadline:**

May 9, 2014 – 2:00 P.M. CST

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**Request for Bid/Request for Proposal  
Windmill Road Improvement Project.  
Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving.**

RFB's/RFP's shall be submitted in sealed envelopes labeled: "Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt, Paving" with the name and address of the Proposer.

RFB's/RFP's shall be submitted in accordance with the attached Benton County specifications and RFB/RFP documents attached hereto. Each Bidder/Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder/Proposer and County Judge.

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Name of Firm \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Benton County, Arkansas

RFB/RFP: "Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving"  
Advertisement

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Benton County, Arkansas is requesting Bids/Proposals for **Windmill Road Improvement Project-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving**

To be considered, Bids/Proposals must be received at the Benton County Administration Building, 215 East Central, Room 302, Bentonville, Arkansas before May 9, 2014 2:00 P.M., (CST)

Forms and addendums can be downloaded from the County's web site at [www.co.benton.ar.us](http://www.co.benton.ar.us). All questions regarding the qualification process should be directed to Terry Lewis at [terry.lewis@bentoncountyar.gov](mailto:terry.lewis@bentoncountyar.gov) or by telephone at 479-464-6168. All questions regarding specifications should be directed to Cindy Jones via email at [cindyjones@bentoncountyar.gov](mailto:cindyjones@bentoncountyar.gov) or via telephone at 479-271-1052.

**Pre-Bid Meeting: April 28, 2014 at 10:00 A.M. (CST) at the Benton County Road Department Office, 1206 SW 14<sup>th</sup> Street, Bentonville, Arkansas.**

Bid/Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

Benton County reserves the right to reject any and all bids/proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of Benton County for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposer seek any recourse of any kind against Benton County because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

Ad dates: April 18, 2014 and April 25, 2014

Benton County, Arkansas

RFB/RFP: “Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving”

Appendix

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Benton County, Arkansas

RFB/RFP: "Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving"

Section A: General Terms & Conditions

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Benton County is requesting bids for: **Windmill Road Improvement Project-Class 7 Base, Prime Coat, Tack Coat and Asphalt Paving**

**1. SUBMISSION OF A BID/PROPOSAL:**

- A. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFB/RFP.
- B. A description of the Proposer's experience in providing the same or similar services as outlined in the RFB/RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFB/RFP.
- C. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by Benton County for completion.
- D. Bids/Proposals may be submitted electronically in addition to one (1) hard copy. Please submit your documents on a properly labeled CD. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to County employees.
- E. Bids/Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded by the Benton County Quorum Court. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- F. Bidders/Proposers shall submit a proposal based on documentation published by Benton County.
- G. Bidders/Proposals shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central Avenue, Room 302, Bentonville, Arkansas 72712. The name, address of the firm and RFB/RFP name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

- H. Bids/Proposals must follow the format of the RFB/RFP. Bidders/Proposers should structure their responses to follow the sequence of the RFB/RFP.
- I. Bidders/Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy Benton County. Proposer may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.
- J. Bidders/Proposer is advised that exceptions to any of the terms contained in this RFB/RFP or the attached service agreement must be identified in its response to the RFB/RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- K. Bids/Proposals will need to be received by May 9, 2014 by 2:00 P.M. (CST)

## **2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLAIRIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing via e-mail to the County Properties office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFB/RFP made or given prior to the award of the contract.

## **3. RIGHTS OF BENTON COUNTY IN REQUEST FOR BID/PROPOSAL PROCESS:**

In addition to all other rights of Benton County, under state law, the County specifically reserves the following:

- A. Benton County reserves the right to rank firms and negotiate with the highest-ranking firm.  
Negotiation with an individual Proposer does not require negation with others.
- B. Benton County reserves the right to select the bid/proposal that it believes will serve the best interest of the County.
- C. Benton County reserves the right to accept or reject any and all bids/proposals.
- D. Benton County reserves the right to cancel the entire request for bid/proposal.
- E. Benton County reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- F. Benton County reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the bid/proposal.
- G. Benton County reserves the right to make selection of the Proposer to perform the services required on the basis of the original bid/proposals without negotiation.

## **4. EVALUATION CRITERIAL:**

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified bids/proposals. The different evaluation factors are as follows:

- 1) 30 Points-Specialized experience and technical competence of the firm with respect to the type of professional services required;
- 2) 25 Points-Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project.
- 3) 25 Points-Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and
- 4) 20 Points-Firm's proximity to and familiarity with the area in which the project is located.

**5. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of bids/proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**6. ORAL PRESENTATION:**

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

**7. CONFLICT OF INTEREST:**

A. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated 14-14-1202.

B. The Proposer shall promptly notify Benton County in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the County as to whether the association, interest or circumstance would, in the opinion of the County; constitute a conflict of interest if entered into by the Proposer. The County agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**8. WITHDRAWAL OF BID/PROPOSAL:**

A bid/proposal may be withdrawn at any time.

**9. LATE BID/PROPOSAL OR MODIFICATIONS:**

- A. Bid/proposal and modifications received after the time set for the bid/proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County will not be responsible for misdirected bids/proposals. Proposers should contact the County Properties office at (479)464-6168 to insure receipt of their submittal documents prior to opening time and date listed.

- B. The time set for the deadline shall be local time for Bentonville, Arkansas on the date listed. All bids/proposals shall be received in the County Properties office BEFORE the stated deadline.

**10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

- A. The laws of the State of Arkansas apply to any purchase made under this request for bid/proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- B. Pursuant to Arkansas Code Annotated 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

**11. COLLUSION:**

The Proposer, by affixing his or her signature to this bid/proposal, agrees to the following: "Proposer certifies that his bid/proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid/proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**12. RIGHT TO AUDIT, FOIA AND JURISDICTION:**

- A. Benton County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor.
- B. Freedom of Information Act: County contracts and documents prepared while performing County contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to Benton County, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et.seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- C. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

**13. COUNTY INDEMNIFICATION:**

The successful Proposer(s) agrees to indemnify the County and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County.



**14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid/proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a bid/proposal on this requirement.

**15. PAYMENT AND INVOICING:**

The Proposer must specify in their bid/proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFB/RFP. Further, the successful Proposer is responsible for immediately notifying the County Properties office of any company name change, which would cause invoicing to change from the name used at the time of the original RFB/RFP.

**16. CANCELLATION:**

- A. The County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Benton County.
- C. In addition to all other legal remedies available to Benton County, the County reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by Benton County.
- D. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty of expense to the County.

**17. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS, AND/OR MERGERS:**

- A. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the County. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFB/RFP.
- B. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFB/RFP, without exception shall constitute approval for purpose of this Agreement.

**18. NON-EXCLUSIVE CONTRACT:**

Award of this RFB/RFP shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

**19. ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services relating to this RFB/RFP from the Proposer. When approved by the County as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

**20. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the RFB/RFP and the successful bid/proposal will be prepared by the County, signed by the successful Proposer and presented to Benton County for approval and signature of the County Judge.

**21. INTEGRITY OF REQUEST FOR BID/PROPOSAL DOCUMENTS:**

Proposers shall use the original RFB/RFP form(s) provided by the County Properties office and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFB/RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFB/RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFB/RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFB/RFP response and presented in the form of an addendum to the original RFB/RFP documents.

**22. OTHER GENERAL CONDITIONS:**

- A. Proposers must provide the County with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- B. The County reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- C. The request for proposal/bid is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the County to pay for any costs incurred by proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for bid/proposal is at the Proposer's own risk and expense as a cost of doing business. The County shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the bid/proposal is accepted.
- D. If products, components, or services other than those described in this bid/proposal document are proposed, the proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.

- E. Any uncertainties shall be brought to the attention of Terry Lewis immediately via telephone (479) 464-6168 or by e-mail at [terry.lewis@bentoncountyar.gov](mailto:terry.lewis@bentoncountyar.gov) . It is the intent and goal of Benton County to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all proposers to be on equal proposal terms.
- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Terry Lewis, Benton County, via e-mail at [terry.lewis@bentoncountyar.gov](mailto:terry.lewis@bentoncountyar.gov) or telephone at (479) 464-6168. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- G. At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- H. Any information provided herein is intended to assist the Proposer in the preparation of bid/proposals necessary to properly respond to this RFB/RFP. The RFB/RFP is designed to provide qualified Proposers with sufficient basic information to submit bid/proposals meeting specifications and/or test requirements, but is not intended to limit a RFB/RFP's content or exclude any relevant or essential data.
- I. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- J. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Benton County. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- K. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws,

ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to Benton County.

- L. These Specifications, the Plans, General Conditions, Supplementary Conditions, and all other supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In addition, the Specifications include references to the Arkansas Highway and Transportation Department's Standard Specifications for Highway Construction Edition of 1996 and 2003 (AHTD Standard Specifications). The portions of the AHTD Standard Specifications, which are referenced in these specifications, are hereby incorporated by reference. All work shall conform to City of Bentonville Code of Ordinances. In case of discrepancy, the most stringent requirements will apply. The City of Bentonville Code of Ordinances is hereby incorporated by reference.

The Contractor shall not take advantage of any apparent error or omission on the plans or in the Contract Documents. The party discovering such error or omission shall notify the other party when the discovery is made. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications

### **23. WARRANTY:**

The Contractor shall obtain and assign to the Owner all transferable manufacturer's warranties or guarantees on all materials and equipment as required in these specifications. The Contractor shall guarantee satisfactory in-service operation of all materials and equipment furnished for the project, and all completed Work under the contract, including repair of all defects or failures, regardless of cause of defect or failure unless caused by engineering design. All warranties and guarantees shall be for a period of one year after the Date of Final Completion, or such longer period of time as may be prescribed by Law or Regulation or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. If, within the above time frames, any Work is found to be defective Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement including but not limited to fees and charges or engineers, architects, attorneys, and other professionals will be paid by Contractor.

In special circumstances where a particular item of equipment or portion of the project is placed in continuous service before Substantial Completion of all Work, the warranty period for that item or portion may start to run from the earlier date if so provided in the Specifications or by Written Amendment.

Benton County, Arkansas

RFB/RFP: "Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving"

Section B: Authorization Form

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**PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH  
YOUR BID/PROPOSAL**

I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true;

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please provide contact information:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Web Site

Benton County, Arkansas

RFB/RFP: "Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving"

Section C: Vendor References

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The following information is required from all Proposers so all bids/proposals may be reviewed and properly evaluated:

Company Name\_\_\_\_\_

Business Address\_\_\_\_\_

Number of years in business \_\_\_\_\_How long in present location \_\_\_\_\_

Total number of current employees \_\_\_\_\_ Full time \_\_\_\_Part time \_\_\_\_

Number of employees you plan to use to service this contract \_\_\_\_ Full time \_\_\_\_Part time \_\_\_\_

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

1. \_\_\_\_\_

Company Name

City State Zip

Contact Person

Telephone

Fax Number

E-Mail Address

3. \_\_\_\_\_

Company Name

City State Zip

Contact Person

Telephone

Fax Number

E-Mail Address

2. \_\_\_\_\_

Company Name

City State Zip

Contact Person

Telephone

Fax Number

E-Mail Address

4. \_\_\_\_\_

Company Name

City State Zip

Contact Person

Telephone

Fax Number

E-Mail Address

Benton County, Arkansas

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Section D: Statement of Disclosure

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Proposer must disclose any possible conflict of interest with Benton County, including, but not limited to, any relationship with any Benton County employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any Benton County employee or County elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**Please check one of the following:**

**As it appropriately applies to your firm:**

\_\_\_\_\_ **No known relationship exists**

\_\_\_\_\_ **Relationship exists (please explain)**

---

**PLEASE FILL OUT THE SECTION BELOW:**

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Benton County, Arkansas

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Section E: Authorized Negotiator Information

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At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the County a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the County selection committee can contact for clarification or interview via telephone.**

PRIMARY CONTACT INFORMATION

Name of Firm\_\_\_\_\_

Name of Primary Contact\_\_\_\_\_

Title of Primary Contact\_\_\_\_\_

Phone #1 (cell phone) \_\_\_\_\_ Secondary Phone#\_\_\_\_\_

E-Mail Address\_\_\_\_\_

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Is the primary contact (listed in part 1) able to legally bind contracts? YES NO (circle one)

If no, please list contact that can legally bind a contract for the firm\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Phone #1 (cell phone) \_\_\_\_\_ Secondary Phone#\_\_\_\_\_

E-Mail Address\_\_\_\_\_

Signed\_\_\_\_\_

Date\_\_\_\_\_



Benton County, Arkansas

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Section F: Specifications

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### **SECTION 305 CRUSHED STONE BASE COURSE**

**305.01 DESCRIPTION.** This work shall consist of furnishing and placing a crushed aggregate base course in accordance with the details and typical sections shown on the plans.

**305.02 APPLICABLE SPECIFICATIONS.** All materials and construction methods shall be in accordance with these specifications and with the standards referenced herein.

Reference to "AHTD Standard Specifications" shall indicate the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction, Edition of 1996.

**305.03 MATERIALS.** Crushed stone base course shall conform to AHTD Standard Specification Section 303, Class 7.

The Contractor shall furnish certification from the material supplier of material manufacturer, analysis or other information when specified or requested by the Engineer. Copies of material tickets shall be furnished to the Engineer at the point of delivery to the project site.

**305.04 CONSTRUCTION METHODS.** The base course shall be placed on a completed and approved subgrade or approved subbase course. Base material shall not be placed on a frozen subgrade or subbase.

Placement of base course material shall be terminated if rutting or yielding of the subgrade occurs due to hauling, spreading or any other reason. Correction of rutted or yielded areas shall be as specified in other sections or as directed by the Engineer.

The maximum compacted thickness of any one layer shall be eight (8) inches.

Spreading of base material shall be accomplished in a manner which will prevent segregation. The base material shall be compacted in such a manner that a uniform texture is produced and the aggregates firmly keyed. Water shall be applied over the base material during compaction as required for consolidation.

Base course material shall be compacted to not less than 95 percent of the maximum density determined in accordance with AASHTO T 180 Method D. Field density determinations will be made in accordance with AASHTO T 238. The compacted thickness of the base course shall be within 1/2 inch, plus or minus, of the specified thickness.

The compacted base course will be tested for depth and density at the rate of 1 set of tests per 750 square yards per lift of material placed. The Contractor shall correct all deficiencies by scarifying, removing, or placing additional material, mixing, reshaping and re-compacting to the specified density.

**305.05 MEASUREMENT AND PAYMENT.** Crushed stone base course will be measured by the cubic yard or by the square yard based on a specified uniform thickness.

When measured by the cubic yard, the volume will be based on the in-place compacted volume computed from the actual area of the base course and the specified plan thickness.

Payment at the contract unit price per cubic yard or square yard, as shown in the Proposal, shall constitute full compensation for furnishing and placing crushed stone base course including compaction, water, and all related work.

Payment will be made under.

<u>Pay Item</u>	<u>Pay Unit</u>
Class 7 Base Course (7" Thickness)	Square Yard
Class 7 Base Course at shoulders (4" Thickness)	Square Yard
Class 7 Base Course (4" Thickness)	Square Yard

## **SECTION 320 PRIME AND TACK COAT**

**320.01 DESCRIPTION.** This item shall consist of a single application of bituminous material, applied on the completed and approved base course, on the subgrade, or on the existing pavement or bituminous surfacing as indicated on the plans, all in accordance with these specifications.

**320.02 MATERIALS.** All materials shall conform with current Arkansas Highway Department specifications for medium and rapid curing cut back asphalts and for emulsified asphalt. In general, medium curing cut back asphalt will be used for prime coat and a rapid curing cut back or emulsified asphalt will be used for tack coat. The Engineer will select the particular grade of the type of bituminous material designated that will be used.

**320.03 CONSTRUCTION REQUIREMENTS.** The methods employed in performing the work, and all equipment, tools and machinery used in handling materials and executing any part of the work shall be subject to the approval of the Engineer before the work is started, and whenever found unsatisfactory, shall be changed and improved as required by the Engineer. All equipment, tools and machinery used must be maintained in a satisfactory working condition.

(a) **SWEEPING AND CLEANING.** Immediately preceding the prime or tack coat application, the surface to be treated shall be swept free of dust, dirt and loose or foreign material, cleaning but not loosening or dislodging the top embedded aggregate. Layers or pockets of dirt or other materials which do not form an integral part of the surface to be treated shall be removed. Such sweeping operations shall be performed by mechanical methods.

If deemed necessary by the Engineer, the surface shall be sprinkled with water and given an additional sweeping with hand brooms, it being the intent of these specifications that the surface to be treated be as free as practicable of dirt, or pockets or other loose materials. The sweeping and cleaning operations shall be carried only far enough in advance of the application of bituminous material to insure the surface being properly prepared at the time of application. When the existing surface is an old concrete pavement, all joint and crack filler shall be removed from the surface as directed by the Engineer.

(b) **APPLICATION OF PRIME COAT.** After the surface to be treated has been prepared in accordance with the specifications outlined above, the bituminous material for the prime coat shall be sprayed uniformly over the surface by means of an approved mechanical pressure distributor at the rate of application indicated on the plans or as directed by the Engineer.

Following the application of the prime coat, the road shall be closed to traffic, if practicable, for a period of time sufficient to allow the proper curing of the bituminous material. No material for a succeeding course shall be placed on a primed base course until the prime coat has cured sufficiently to prevent damage by hauling operations. When shown on the plans or directed by the Engineer, the prime coat shall be applied in half widths in order to allow free passage of public traffic at all times.

Prime coat shall not be applied when the air temperature is below 50 degrees F nor shall it be applied to a surface having excess moisture, nor when general weather conditions, in the opinion of the Engineer, are not suitable. Special precautions shall be observed to insure a uniform distribution of the bituminous material. The distributor shall be so adjusted and operated at all times as to distribute evenly the class of material being applied. Deposits of bituminous material

upon the road surface in excess of the quantity specified, caused by stopping or starting the distributor, by overflow, leakage or otherwise, will not be permitted.

The distributor shall be required to maintain an operating pressure of not less than thirty (30) or more than seventy (70) pounds per square inch.

The Contractor shall provide all necessary facilities for determining the temperature of the bituminous material in all the heating equipment and in the distributor, for determining the rate of application, and for securing uniformity of distribution at the junction of two distributor loads. If the primed surface is damaged from any cause whatsoever prior to the application of the wearing course, such areas shall be cleaned thoroughly and retreated at the expense of the Contractor.

The surfaces of structures shall be protected by a satisfactory method to prevent their being disfigured by the application of bituminous material used in the prime coat application. This shall include culverts, bridges, hand rails, guard fence, curbs and similar items.

(c) **APPLICATION OF TACK COAT.** When a bituminous surface course is to be laid on an old concrete or asphalt surface, a tack coat shall be applied prior to placing the wearing surface. The tack coat shall be applied by means of a pressure distributor in the same manner as outlined above for the application of the prime coat. When emulsified asphalt is used it shall be diluted with water in order to insure complete coverage and adhesion to the pavement surface. The rate of application shall be from 0.03 gallons per square yard to 0.10 gallons per square yard or as designated by the Engineer. The tack coat shall be applied sufficiently in advance of the wearing surface to allow the proper curing of the bituminous material, but shall not be applied so far in advance as to lose its adhesion as a result of being covered with dust or foreign material. If the tack coat becomes damaged or contaminated with foreign material prior to placing the wearing surface, such areas shall be cleaned as necessary and retreated at the expense of the contractor.

**320.04 MEASUREMENT AND PAYMENT.** Bituminous material actually placed at the direction of the Engineer will be measured by the gallon, and the number of gallons will be determined by outage measurements of the distributor as delivered on the road, based on a volume constant of 60 degrees F for cut back asphalt and 70 degrees F for emulsified asphalt. Deduction shall be made for the number of gallons not actually used in the performance of the work. Any quantity of water added to dilute emulsified asphalt will not be included in the pay quantity.

Work completed and accepted under this section will be paid for by the gallon, unless specified otherwise in the proposal, and will be compensated for at the contract unit price. Payment will be full compensation for all labor, equipment and material used under this section.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Prime Coat	Gallon
Tack Coat	Gallon

## **SECTION 330 ASPHALT CONCRETE PAVEMENT**

**330.01 SCOPE OF WORK.** This work shall consist of the construction of asphalt concrete pavement. This work shall include binder and surface courses, surface preparation and incidental work required for the completed pavement.

**330.02 APPLICABLE SPECIFICATIONS.** All materials and construction methods shall be in accordance with these specifications and with the standards referenced herein.

Reference to "AHTD Standard Specifications" shall indicate the Arkansas State Highway and

Transportation Department Standard Specifications for Highway Construction, Edition of 1996.

**330.03 MATERIALS.** All materials used shall be in accordance with the following specifications.

Materials used shall conform to the specified requirements at the time of incorporation in the work.

The Engineer will have the option to inspect and test materials at the source or upon delivery to the site.

The Contractor shall notify the Engineer at least 10 calendar days in advance of its intention to use materials for which tests are specified to allow time to perform the tests. The Contractor shall assist the Engineer, when requested, in obtaining samples and in performing inspection of materials.

The Engineer shall have full access for plant inspection during preparation, manufacturing or delivery of materials.

The Contractor shall furnish certifications of material manufacturer, analysis or other information when specified or requested by the Engineer.

(a) **ASPHALT CONCRETE SURFACE COURSE.** Asphalt concrete hot mix surface course shall be Type 2 conforming to AHTD Standard Specification Section 407. Type 2 hot mix surface course shall be used when specifically authorized and directed by the Engineer.

Mineral aggregates, asphalt cement and other materials and requirements for mixing shall conform to the sections of the AHTD Standard Specification as referenced in Section 409.

The Contractor shall submit a job-mix formula for approval by the Engineer.

(b) **ASPHALT CONCRETE BINDER COURSE.** Asphalt concrete hot mix binder course shall be Type 2 conforming to AHTD Standard Specification Section 408. Aggregates, asphalt cement and other materials and requirements for mixing shall conform to the specifications referenced in Section 409.

The Contractor shall submit a job-mix formula for approval by the Engineer.

(c) **SAND-ASPHALT SURFACE COURSE.** Sand-asphalt hot mix surface course shall conform to the latest AHTD Standard Specification. Materials and mixing requirements shall conform to the specifications referenced in Section 409.

The Contractor shall submit a job-mix formula for approval by the Engineer.

(d) **ASPHALT CONCRETE HOT MIX SEAL COURSE.** Hot mix seal surface course shall conform to AHTD Standard Specification. The job mix formula shall contain the following composition:

Gradation of Aggregates Total % Retained

3/4" 0

1/2" 0-5

3/8" 0-14

#4 40-52

#10 67-75

#40 80-88

#80 85-95

#200 92-96

The mix shall have a 5.7% bituminous content of Grade 30 A.C. and shall be subject to the approval of the Engineer.

**330.04 CONSTRUCTION METHODS.**

(a) **PREPARATION OF BASE OR EXISTING SURFACE.** All surfaces which are to receive asphalt pavement courses shall be prepared and approved as specified in other sections of these specifications. All patching, joint sealing and repair of existing pavements which are to receive

overlays shall be completed prior to placement of asphalt courses. Prior to application of tack coat, existing pavement surfaces shall be cleaned and shall be free of dust, water and all foreign material.

Surfaces shall be approved by the Engineer before tack or prime coat application is started.

tack or prime coat shall be as specified in Section 320 of these specifications.

**(b) PAVEMENT CONSTRUCTION.**

(1) Delivery and Placement. Methods employed in the preparation, transportation, spreading, compaction and finishing of the asphalt shall conform to Section 410 of the AHTD Standard Specifications except as noted otherwise in other sections of this specification. Sequence and thickness of courses shall be as shown on the plans.

All asphalt mixtures shall be placed with a paver equipped with an electronic screed control system except where specified otherwise. Rollers shall be steel wheel, pneumatic tire, or a combination thereof. Type and weight of rollers shall be sufficient to compact the mixture to the required density.

Placing of the bituminous paving shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Engineer. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. When directed by the Engineer, a brush coat of bituminous material shall be used on contact surfaces of transverse joints just before additional mixture is placed against the previously rolled material.

Joint details at transitions from existing to new pavement or at the interface with different types of pavement shall be as shown on the plans.

(2) Leveling Course. Leveling courses shall consist of asphalt concrete surface course, Type 2 or 3 or other mixture as directed by the Engineer. Leveling courses shall be placed to the thickness and in the manner shown on the plans. Limits of leveling courses will be as shown on the plans or as established in the field by the Engineer.

The Contractor shall have the option of placing and finishing leveling courses with bituminous pavers or other approved methods. Hand methods may be employed in areas in which machine placement and finishing cannot be accomplished. Isolated depressions in the existing pavement shall be filled and compacted prior to placement of leveling courses.

(3) Surface and Binder Courses. Asphalt concrete surface and binder courses shall be placed and finished to the grades and slopes shown on the plans. Surface courses shall be true to grade and cross section. The finished surface when checked with a 10' straight edge placed parallel to the centerline, shall show no variation more than 1/8". Any areas not within this tolerance shall be brought to grade by removing the deficient area to a minimum compacted depth of 1" and replacing with new material.

(4) Compaction and Density. Asphalt pavement courses shall be compacted by rolling to provide the specified density. Final rolling shall be sufficient to eliminate all roller marks.

Surface, binder and leveling courses shall be compacted to a minimum density of 92 percent of the theoretical density determined in accordance with AASHTO T 209.

The field density of the compacted asphalt mixtures shall be determined by testing of core samples. A minimum of one density test will be made for each 750 square yards of finished surface unless otherwise directed by the Engineer. Core samples will be tested in accordance with AASHTO T 166 Method A. The Owner will obtain and pay for sampling and testing of the asphalt concrete hot mix, except that the Contractor shall pay for all tests that fail as specified in the Special Conditions.

Pavement areas which fail to meet the density requirement shall be removed and replaced at the expense of the Contractor. The Engineer will determine the extent of removal and replacement of



pavement and corrective work to be performed. The Engineer may order additional density tests to delineate failure areas; the cost of these tests shall be at the expense of the Contractor. The Contractor shall fill and compact holes produced by core sampling with asphalt concrete hot mix.

**330.05 MEASUREMENT AND PAYMENT.** Asphalt pavement mixtures will be measured by the ton or the square yard (based on a specified uniform thickness) as shown on the Proposal. When paid by the ton, the Contractor shall furnish a legible copy of a weigh certificate showing the gross, tare and net weight of each truck load of asphalt material. When an automatic batching system is used, the certificate may show only the net weight of material furnished. Certificates shall be provided to the Engineer at the point of discharge to the paver.

Asphalt pavement mixtures will be paid for at the contract unit price for each type of mixture or course. Payment shall be full compensation for furnishing and placing of all materials, compaction and related work.

Prime and tack coat will be measured and paid for as specified in Section 320 of these specifications.

No separate payment will be made for surface preparation, repairs, joint sealing and other preparatory work, including cold milling, unless specified in other sections of these specifications.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Asphalt Concrete Surface Course (4" Thickness)	SY
Asphalt Concrete Surface Course (2" Thickness)	SY

**THE MOBILIZATION FOR THE ENTIRE JOB SHOULD BE LIMITED TO 5% OF BID AMOUNT.**

**WINDMILL ROAD IMPROVEMENT PLANS, SPECS AND SPECIAL CONSIDERATIONS CAN BE REVIEWED AT THE FOLLOWING LOCATION:**

**Morrison-Shipley Engineers, Inc.  
2407 SE Cottonwood Street  
Bentonville, AR 72712  
(479) 273-2209**

Benton County, Arkansas

RFB/RFP: "Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving"

Section G: Bid Sheet

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Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Total Price
1	Class 7 Base (7" Thickness)	26,393.2	SY	\$	\$
2	Class 7 Base at shoulders (4" Thickness)	3,195.2	SY	\$	\$
3	Class 7 base (4" Thickness)	493	SY	\$	\$
4	Asphalt Surface Course (4" Thickness – 2 lifts)	23,120	SY	\$	\$
5	Asphalt Surface Course (2" Thickness – Driveways)	459	SY	\$	\$
6	Prime Coat (Rate 0.3 gal/SY)	6,936	GAL	\$	\$
7	Tack Coat (Rate 0.1 gal/SY)	2,312	GAL	\$	\$
8	Mobilization (Max. 5% of total bid)	1	EA	\$	\$
9	Maintenance of Traffic	1	LS	\$	\$
10	Fine Grading of subgrade	1	LS	\$	\$

**ESTIMATED BID FOR THE ABOVE \$** \_\_\_\_\_

**5% Bid Bond applies for this project.**

**\*\*\*Please submit original bid and (2) two copies.**

**Benton County**

Benton County, Arkansas

RFB/RFP: "Windmill Road Improvement Project Bid-Class 7 Base, Prime Coat, Tack Coat, and Asphalt Paving"

Section H: Statement of No Submittal-If Applicable

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In order to assist Benton County in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or email. By submitting this form, it will assist us in evaluating all response, improving our bid/proposal process, and to maintain a positive relationship with our vendors.

We, the undersigned, have declined to submit a bid/proposal for the following reason(s):

1. \_\_\_\_\_ We do not offer this service/product
2. \_\_\_\_\_ Our schedule would not permit us to perform
3. \_\_\_\_\_ Unable to meet specifications
4. \_\_\_\_\_ Insufficient time to respond to the request
5. \_\_\_\_\_ We are unable to meet bond requirements
6. \_\_\_\_\_ Other (Explain)

Name of Firm \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

By \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

\*Please note: We appreciate your feedback on this form and are very interested in your reason for not submitting. Please do not hesitate to contact us at (479)464-6168 if you have questions, comments, or concerns regarding these proposal documents.